

Dept. # Assigned Buckley

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**FILED**  
Superior Court of California  
County of Los Angeles

**NOV 16 2018**

Sherri R. Carter, Executive Officer/Clerk of Court  
By Isaac Lovo Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

BY FAX

CHELSEA MEDLOCK, an individual;  
ANTHONY TORRES, an individual, on behalf of  
themselves and all others similarly situated,

Plaintiff,

v.

MANLIN I LLC, a California Limited Liability  
Corporation; DT FUND II GROUP, LLC, a  
California Limited Liability Corporation; and  
Does 1 - 100, inclusive,

Defendants.

Case No.:

**18STCV05391**

**CLASS ACTION COMPLAINT FOR:**

1. Failure to Pay Minimum Wage (Class Claim; Cal. Lab. Code §§ 1182.12, 1194, 1197 & 1198, *et seq.*);
2. Failure to Pay Overtime Compensation (Class Claim; Cal. Lab. Code §§ 1198 & 510, *et seq.*);
3. Failure to Pay Meal Period Compensation (Class Claim; Cal. Lab. Code §§ 226.7, 512(a) & 1198 *et seq.*);
4. Failure to Pay Rest Period Compensation (Class Claim; Cal. Lab. Code §§ 226.7 & 1198 *et seq.*);
5. Failure to Furnish Accurate Wage and Hour Statements (Class Claim; Cal. Lab. Code § 226);
6. Failure to Maintain Accurate Payroll Records (Class Claim; Cal. Lab. Code §§ 226(a), 1174(d) and 1198, *et seq.*);
7. Failure to Pay Wages Upon Discharge (Class Claim; Cal. Lab. Code §§ 201 & 202, *et seq.*);
8. Unfair Competition (Class Claim; Business and Professions Code § 17200 *et seq.*)

**DEMAND FOR JURY TRIAL**

1 COMES NOW Plaintiffs CHELSEA MEDLOCK (hereinafter "MEDLOCK"), and  
2 ANTHONY TORRES (hereinafter "TORRES") (collectively "Plaintiffs") individually, and on  
3 behalf of themselves and all others similarly situated ("Class Members"), hereby complain against  
4 Defendants MANLIN I LLC (hereinafter "MANLIN"), DT FUND II GROUP, LLC (hereafter "DT  
5 FUND"), and Does 1 - 100, inclusive, (hereinafter collectively "Defendants") and each of them, and  
6 alleges as follows:

### 7 JURISDICTION

8 1. This class action is brought pursuant to California Code of Civil Procedure section 382. The  
9 monetary damages, penalties, and restitution sought by Plaintiffs exceed the minimal jurisdiction  
10 limits of the Superior Court and will be established according to proof at trial. This Court has  
11 jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The  
12 statutes under which this action is brought do not specify any other basis for jurisdiction.

13 2. This Court has personal jurisdiction over Defendants because Defendants engaged in  
14 wrongful conduct in the State of California, which caused harm to Plaintiffs in this state.

15 3. Venue is proper in this Court because two Defendants are residents of the state of California,  
16 both Defendants are headquartered in Los Angeles County, and Defendants employ persons in this  
17 county, and thus a substantial portion of the transactions and occurrences related to this action  
18 occurred in this county. Cal. Civ. Proc. Code § 395.

### 18 PARTIES

19 4. Plaintiffs MEDLOCK is an individual resident and citizen of the State of California, county  
20 of Los Angeles.

21 5. Plaintiffs TORRES is an individual resident and citizen of the State of California, county of  
22 Los Angeles.

23 6. Plaintiffs are informed and believe, and based thereon alleges that Defendant MANLIN is a  
24 California limited liability corporation, and at all times hereinafter mentioned, an employer whose  
25 employees are engaged throughout this county and the State of California.

26 7. Plaintiffs are informed and believe, and based thereon alleges that Defendant DT FUND is a  
27 California limited liability corporation, and at all times hereinafter mentioned, an employer whose  
28 employees are engaged throughout this county and the State of California.

1 8. Plaintiffs are informed and believes and thereon alleges that at all times herein mentioned  
2 Defendants and DOES 1 through 100, are and were individuals, sole proprietorships, corporations,  
3 business entities, persons, and partnerships, licensed to do business and/or actually doing business  
4 in the State of California.

5 9. Plaintiffs are unaware of the true names and capacities, whether informed and believes and  
6 thereon alleges that at all times herein mentioned Defendants and DOES 1 through 100, are and were  
7 individual, corporate, associate, or otherwise, of the defendants sued as DOES 1 through 100,  
8 inclusive. They are unknown to Plaintiffs and therefore Plaintiffs sues them by such fictitious names.  
9 Plaintiffs will amend this complaint to allege their true names and capacities when they become  
10 known to Plaintiff. Plaintiffs are informed and believes, and thereon alleges, that DOES 1 through  
11 100, inclusive, are indebted to Plaintiffs as hereinafter alleged, and that Plaintiff's rights against such  
12 fictitiously named Defendants arise from such indebtedness.

13 10. Plaintiffs are informed and believes, and on that basis alleges that each Defendants sued in  
14 this action, including each Defendants sued by the fictitious names DOES 1 through 100, inclusive,  
15 is responsible and liable in some manner for the occurrences, controversies and damages alleged  
16 below.

17 11. All references to "Defendant," "Defendants," "company," "company's," "employer" or any  
18 similar language, whether singular or plural, shall mean "Defendants, and each of them" when used  
19 throughout this complaint.

20 12. At all times herein mentioned, Defendants participated in the doing of the acts and omissions  
21 herein alleged, were acting within the purpose, course and scope of said agency and/or employment  
22 to have been done by the named Defendants, and furthermore, the Defendants, and each of them,  
23 were the agents, managing agents, servants, employees, alter-egos, co-conspirators, joint-venturers,  
24 partners, successors in interest and predecessors in interest of each of the other Defendants.

25 13. At all times herein mentioned, Defendants were acting within the purpose, course and scope  
26 of said agency and/or employment so as to invoke vicarious liability and respondeat superior liability  
27 among other theories of liability to hold Defendants liable and responsible for the injuries and  
28 damages to Plaintiff.

1 14. At all times herein mentioned, Defendants were members of and engaged in a joint venture,  
2 partnership and common enterprise, and acting within the purpose, course and scope of, and in  
3 pursuit of, said joint venture, partnership and common enterprise.

4 15. At all times herein mentioned, the acts and omissions of various Defendants contributed to  
5 the various acts and omissions of each and all of the other Defendants in proximately causing the  
6 injuries and damages as herein alleged.

7 16. At all times herein mentioned, Defendants, including all Defendants' managing agents,  
8 officers and directors, had advanced knowledge of and/or ratified each and every act or omission  
9 complained throughout this complaint. At all times relevant herein, Defendants and/or their  
10 managing agents, officers or directors committed and/or participated in the wrongful acts and  
11 omissions complained of throughout this complaint or ratified such acts and omissions. At all times  
12 herein mentioned, the Defendants aided and abetted the acts and omissions of each and all of the  
13 other Defendants in proximately causing the damages as herein alleged

14 17. Plaintiffs are informed and believes and thereon alleges that there exists such a unity of  
15 interest and ownership between Defendants that the individuality and separateness of Defendants  
16 have ceased to exist.

17 18. The business affairs of Defendants are, and at all times relevant hereto were, so mixed and  
18 intermingled that the same cannot reasonably be segregated, and the same are in inextricable  
19 confusion.

20 19. The recognition of the separate existence of any Defendants would not promote injustice, in  
21 that it would permit that Defendants to wrongfully insulate itself from liability to Plaintiff.

22 20. Under California law, Defendants are jointly and severally liable as employers for the  
23 violations alleged herein because they have each exercised sufficient control over the wages, hours,  
24 working conditions, and employment status of Plaintiffs and Class Members. Each Defendants had  
25 the power to hire and fire Plaintiffs and Class Members, supervised and controlled their work  
26 schedule and/or conditions of employment, determined their rate of pay, and maintained their  
27 employment records. Defendants suffered or permitted Plaintiffs and class members to work and/or  
28 "engaged" Plaintiffs and class members so as to create a common law employment relationship. As

1 joint employers of Plaintiffs and Class Members, Defendants are jointly and severally liable for the  
2 civil penalties and all other relief available to Plaintiffs and Class Members under the law.

3 21. Plaintiffs are informed and believes, and thereon alleges, that at all relevant times,  
4 Defendants, and each of them, have acted as joint employers with respect to Plaintiffs and Class  
5 Members because Defendants have:

- 6 a. jointly exercised meaningful control over the work performed by Plaintiffs and Class  
7 Members;
- 8 b. jointly exercised meaningful control over Plaintiffs and Class Members' wages, hours, and  
9 working conditions, including the quantity, quality standards, speed, scheduling, and  
10 operative details of the tasks performed by Plaintiffs and Class Members;
- 11 c. jointly required that Plaintiffs and Class Members perform work which is an integral part of  
12 Defendants' businesses; and
- 13 d. jointly exercised control over Plaintiffs and Class Members as a matter of economic reality  
14 in that Plaintiffs and Class Members were dependent on Defendants, who shared the power  
15 to set the wages of Plaintiffs and Class Members and determine their working conditions, and  
16 who jointly reaped the benefits from the underpayment of their wages and noncompliance  
17 with other statutory provisions governing their employment.

18 22. Plaintiffs are informed and believes, and further alleges, that at all relevant times there has  
19 existed a unity of interest and ownership between Defendants such that any individuality and  
20 separateness between the entities has ceased.

21 23. Defendants MANLIN, DT FUND, and Does 1 - 100, inclusive, are therefore alter egos of  
22 each other.

23 24. Adherence to the fiction of the separate existence of Defendants would permit an abuse of  
24 the corporate privilege, and would promote injustice by protecting Defendants from liability for the  
25 wrongful acts committed by it.

26 25. Plaintiffs further alleges, upon information and belief, that Defendants are alter egos of each  
27 other.

#### 28 **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

26. Plaintiffs brings this action on their own behalf, as well as on behalf of each and all other

1 persons similarly situated, and thus seeks class certification under California Code of Civil Procedure  
2 section 382.

3 27. All claims alleged herein arise under California law for which Plaintiffs seeks relief  
4 authorized by California law.

5 28. Plaintiffs proposed class consists of and is defined as follows:

6  
7 "All persons who are or were employed by Defendants as non- exempt, hourly-paid  
8 employees in California within four years prior to the filing of this complaint until  
the date of trial ("Class")."

9 29. Plaintiffs proposed subclass consists of and is defined as follows:

10 "All persons who are or were employed by Defendants as non- exempt, hourly-paid  
11 employees in California within one year prior to the filing of this complaint until the  
date of trial ("Subclass"). "

12 30. Members of the Class and Subclass are referred to as "Class Members."

13 31. Plaintiffs reserves the right to redefine the Class and Subclass and to add additional subclasses  
14 as appropriate based on further investigation, discovery, and specific theories of liability.

15 32. This action has been brought and may be properly maintained as a class action pursuant to  
16 the provisions of Code of Civil Procedure § 382 (hereinafter "§ 382") and other applicable law.

17 33. **Numerosity of the Class:** Pursuant to § 382, members of the Class are so numerous that  
18 their individual joinder is impracticable. Plaintiffs estimate, on information and belief, that there  
19 are over one-hundred (100) current and former aggrieved employees of Defendants employed in  
20 California during the Class period. The precise number of Class members and their addresses are  
21 unknown to Plaintiffs or will be known to Plaintiffs through discovery. Class members may be  
22 notified of the pendency of this action by mail, electronic mail, the Internet, or published notice.

23 34. **Existence of Predominance of Common Questions of Fact and Law:** Pursuant to § 382,  
24 common questions of law and fact exist as to all members of the Class. These questions predominate  
25 over any questions affecting only individual Class members. These common legal and factual  
26 questions include:  
27  
28

- 1 a. Whether Plaintiffs and each member of the Class were not paid minimum wage for each hour  
2 worked or part thereof during which they were required to perform acts at the direction and  
3 for the benefit of Defendants;
- 4 b. Whether Defendants engaged in a pattern or practice of failing to pay Plaintiffs for the total  
5 hours worked during the Class period;
- 6 c. Whether Defendants engaged in a pattern or practice of failing to pay Plaintiffs for the total  
7 hours worked during the Class period;
- 8 d. Whether Defendants violated Labor Code § 226.7 and/or § 512 and engaged in a pattern or  
9 practice of failing to provide timely, off-duty thirty (30) minute meal periods to Plaintiffs and  
10 members of the Class during the Class period;
- 11 e. Whether Defendants engaged in a pattern or practice of impeding Plaintiffs and the members  
12 of the Class during the Class period from taking statutory off-duty thirty (30) minute meal  
13 periods on a timely basis;
- 14 f. Whether Defendants engaged in a pattern or practice of failing to properly compensate  
15 Plaintiffs and the members of the Class during the Class period for missed, untimely or on-  
16 duty meal periods as required by California law;
- 17 g. Whether Defendants violated the applicable IWC Wage Order by failing to provide Plaintiffs  
18 and the members of the Class with timely off-duty thirty (30) minute meal periods;
- 19 h. Whether Defendants engaged in unfair practice and violated California Business and  
20 Professions Code §17200 by failing to provide Plaintiffs and the members of the Class who  
21 worked as employees in California during the Class period with their statutory off-duty meal  
22 periods on a timely basis;
- 23 i. Whether Defendants maintained accurate time records of off-duty thirty (30) minute meal  
24 breaks taken by Plaintiffs and members of the Class during the Class period;
- 25 j. Whether Defendants violated Labor Code § 226(a) by issuing inaccurate itemized wage  
26 statements to Plaintiffs and members of the Class that failed to include payments for missed,  
27 untimely, and/or on-duty meal periods among wages earned throughout the Class period;
- 28 k. Whether Defendants violated Labor Code § 226 by issuing inaccurate itemized wage  
statements to Plaintiffs and members of the Class to the detriment of Plaintiffs and the Class;

- 1 l. Whether Defendants failed to provide ten (10) minute, uninterrupted rest periods as  
2 contemplated by California law for work periods in excess of four (4) hours or every major  
3 fraction thereof;
- 4 m. Whether Defendants engaged in a pattern or practice of failing to properly compensate  
5 Plaintiffs and the members of the Class during the Class period for failing to provide ten (10)  
6 minute, uninterrupted rest periods as contemplated by California law for work periods in  
7 excess of four (4) hours;
- 8 n. Whether Defendants engaged in a pattern or practice of failing to pay appropriate amounts of  
9 overtime pay to Plaintiffs and the Class for hours worked in excess of eight (8) hours in a  
10 day;
- 11 o. Whether Defendants violated § 510 of the Labor Code by failing to pay overtime pay to  
12 Plaintiffs and the Class for hours worked in excess of eight (8) hours in a day;
- 13 p. Whether Defendants violated the applicable Wage Order of the IWC by failing to pay  
14 overtime to Plaintiffs and the Class for hours worked in excess of eight (8) hours in a day;
- 15 q. Whether Defendants violated Labor Code §§ 218.5, 204, 1197, and 1198 due to failure to  
16 compensate Plaintiffs and the Class for those acts Defendants required Plaintiffs and member  
17 of the Class to perform for the benefit of Defendants; and
- 18 r. The nature and extent of class-wide injury and the measure of damages for the injury.

19 35. **Typicality:** Plaintiffs' claims are typical of the claim of the members of the subclasses they  
20 represent to the same unlawful business practices as other employees employed by Defendants  
21 during the liability period. Plaintiffs and the members of the sub classes they represent sustained the  
22 same types of damages and losses. Plaintiffs are qualified to, and will, fairly and adequately protect  
23 the interests of each class member with whom they have a well- defined community of interest, and  
24 Plaintiffs' claims (or defenses, if any are typical of all class members as demonstrated herein).

25 36. **Adequacy:** Plaintiffs are an adequate representative of the Class they seek to represent  
26 because their interests do not conflict with the interests of the class members Plaintiffs seek to  
27 represent. Plaintiffs have retained counsel competent and experienced in complex class action  
28 litigation and Plaintiffs intend to prosecute this action vigorously. The interests of members of each  
Class will be fairly and adequately be protected by Plaintiffs and their counsel. Plaintiffs are qualified



1 to, and will, fairly and adequately protect the interests of each class member with whom she has a  
2 well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs  
3 acknowledge that they have an obligation to make known to the Court any relationship, conflicts or  
4 differences with any class member. Plaintiffs' attorneys, the proposed class counsel, are versed in  
5 the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and  
6 throughout the duration of this action, will continue to incur costs and attorneys' fees that have been,  
7 are, and will be necessarily expended for the prosecution of this action for the substantial benefit of  
8 each class member.

9 **37. Superiority and Substantial Benefit:** The class action is superior to other available means  
10 for the fair and efficient adjudication of Plaintiffs' and the Class members' claim. The damages  
11 suffered by each individual Class member may be limited. Damages of such magnitude are small  
12 given the burden and expense of individual prosecution of the complex and extensive litigation  
13 necessitated by Defendants' conduct. Further, it would be virtually impossible for the Class members  
14 to redress the wrongs done to them on an individual basis. Even if members of the Class themselves  
15 could afford such individual litigation, the court system could not. Individualized litigation increases  
16 the delay and expense to all parties and the court system, due to the complex legal and factual issues  
17 of the case. By contrast, the class action device presents far fewer management difficulties, and  
18 provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a  
19 single court.

20 **38. Public Policy Considerations:** Public Policy considerations violate employment and labor  
21 laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect  
22 retaliation. Former employees are fearful of bringing actions because they believe their former  
23 employers might damage their future endeavors through negative references and/or other means.  
24 Class actions provide the class members who are not named in the complaint with a type of  
25 anonymity that allows for the vindication of their rights while simultaneously protecting their  
26 privacy.

27 **39.** The Class should also be certified because:  
28

- 1 a. The prosecution of separate actions by individual members of the Class would create a risk  
2 of inconsistent or varying adjudications with respect to individual Class members which  
3 would establish incompatible standards of conduct for Defendants;
- 4 b. The prosecution of separate actions by individual members of the Class would create a risk  
5 of adjudication with respect to them, which would, as a practical matter, be dispositive of the  
6 interests of the other Class members not parties to the adjudications, or substantially impair  
7 or impede their ability to protect their interests; and
- 8 c. Defendants have acted to refuse to act on grounds generally applicable to the Class, and/or  
9 the general public, thereby making appropriate final and injunctive relief with respect to the  
10 Classes as a whole.

#### 11 **GENERAL FACTS AND ALLEGATIONS**

12 40. This is an action brought by Plaintiffs MEDLOCK and TORRES, and all others similarly  
13 situated, pursuant to California statutory, decisional, and regulatory laws. Plaintiffs MEDLOCK was  
14 employed by Defendants from approximately February to June 2018. Plaintiffs TORRES was  
15 employed by Defendants from approximately February to August 2018.

16 41. Plaintiffs allege that California statutory, decisional, and regulatory laws prohibit the conduct  
17 by Defendants herein alleged, and therefore Plaintiffs have an entitlement to monetary relief on the  
18 basis that Defendants violated such statutes, decisional law, and regulations.

19 42. At all times during the liability period, Defendants employed Plaintiffs and Class Members  
20 as in providing Defendants services.

21 43. At all times during the liability period, Defendants continued to employ non-exempt, hourly  
22 paid employees throughout California.

23 44. Defendants exercised that same dominion and control over every employee that Defendants  
24 employed during the class period.

#### 25 **Wage and Hour Violations:**

26 45. Plaintiffs are informed and believes, and thereon alleges, that Defendants knew or should  
27 have known that Plaintiffs and class members were entitled to receive at least minimum wages for  
28 compensation and that they were not receiving at least minimum wages for work that was required  
to be done off-the-clock. In violation of the California Labor Code, Plaintiffs and Class Members

1 were not paid at least minimum wages for work done off-the-clock.

2 46. Plaintiffs are informed and believes, and thereon alleges, that Plaintiffs and class members  
3 were not paid for all hours worked because all hours worked were not recorded and/or Defendants  
4 had a policy of not paying employees for time spent performing work.

5 47. Plaintiffs are informed and believes, and thereon alleges that Defendants frequently required  
6 Plaintiffs and other similarly situated class members to work more than eight (8) hours per day and  
7 more than forty (40) hours per week during the time of his employment without payment of proper  
8 overtime wages.

9 48. Plaintiffs are informed and believes, and thereon alleges, that Defendants knew or should  
10 have known that Plaintiffs and class members were entitled to receive certain wages for overtime  
11 compensation and that they were not receiving certain wages for overtime compensation.

12 49. Plaintiffs are informed and believes, and thereon alleges that during the time of Plaintiffs'  
13 employment, Defendants acted negligently, recklessly, and/or intentionally to routinely deprive  
14 Plaintiffs and other similarly situated Class members of statutorily mandated rest breaks.  
15 Defendants' written rest break policies for Plaintiffs and other similarly situated Class Members  
16 failed to comply with California law. Defendants intentionally failed to compensate Plaintiffs and  
17 other similarly situated Class members for those missed rest breaks over the entire period of  
18 Plaintiffs' employment with Defendants. Plaintiffs and Class Members were pressured into not  
19 taking and never asking for rest breaks, and were denied first rest breaks for shifts worked between  
20 three-and-a-half and six hours, denied second rest breaks for shifts worked between six and ten hours,  
21 and denied third rest breaks for shifts worked between ten and fourteen hours.

22 50. Plaintiffs are informed and believes, and thereon alleges that during the time of Plaintiffs'  
23 employment, Defendants acted negligently, recklessly, and/or intentionally to routinely deprive  
24 Plaintiffs and other similarly situated Class members of statutorily mandated meal breaks.  
25 Defendants routinely required Plaintiffs to work more than five (5) hours without giving Plaintiffs at  
26 least a thirty (30) minute meal break. Plaintiffs and Class Members were routinely asked to punch  
27 out for a meal break, but continue working. Defendants intentionally failed to compensate Plaintiffs  
28 and other similarly situated Class members for those missed meal breaks over the entire period of

1 Plaintiffs' employment with Defendants, and also failed to pay minimum wage for time spent  
2 working through meal breaks.

3 51. Plaintiffs do not contend that they were always refused meal breaks. Customers and the  
4 Employer were the first priority; even above Plaintiffs' statutorily available mandated meal breaks.  
5 As such, many of their meal breaks were less than 30 minutes or came after the end of the fifth hour  
6 in violation of well-established California law.

7 52. Plaintiffs are informed, believes and thereon alleges that many times, Plaintiffs and other  
8 similarly situated Class members were required to work over 10 hours, thereby triggering a second  
9 meal breaks. Similarly, many of their second meal breaks were less than 30 minutes or came after  
10 the end of the tenth hour, in violation of well-established California law.

11 53. Plaintiffs are informed and believes, and thereon alleges, that Defendants knew or should  
12 have known that Plaintiffs and Class members were entitled to meal and rest periods in accordance  
13 with the Labor Code and IWC Wage Orders of one (1) additional hour of pay at their regular rates  
14 of pay when they were not provided with a compliant meal or rest period and that Plaintiffs and Class  
15 members were not provided compliant meal and rest periods or payment of one (1) additional hour  
16 of pay at their regular rates of pay.

17 54. Plaintiffs are informed and believes, and thereon alleges, that Defendants knew or should  
18 have known that Plaintiffs and class members were entitled to receive complete and accurate wage  
19 statements in accordance with California law. In violation of the California Labor Code, Plaintiffs  
20 and class members were not provided complete and accurate wage statements.

21 55. Plaintiffs are informed and believes, and thereon alleges, that Defendants knew or should  
22 have known that they had a duty to maintain accurate and complete payroll records, including hours  
23 worked, in accordance with the Labor Code and applicable IWC Wage Order, but willfully,  
24 knowingly, and intentionally failed to do so.

25 56. Plaintiffs are informed, believes and thereon alleges that Defendants, and each of them,  
26 violated other provisions of the laws of the State of California, including Employment Laws and  
27 Regulations which provide for a civil penalty to be assessed and collected by the California Labor  
28 and Workforce Development Agency or its various departments, divisions, commissions, boards,  
agencies, or employees.

1 57. Plaintiffs are informed and believes, and thereon alleges, that Defendants knew or should  
2 have known that Plaintiffs and class members were entitled to timely payment of all wages earned  
3 upon termination of employment. In violation of the California Labor Code, Plaintiffs and class  
4 members did not receive payment of all wages due, including, but not limited to, overtime wages,  
5 minimum wages, meal and rest period premiums, and accrued vacation time within permissible time  
6 periods.

7 58. Plaintiffs are informed and believe, and thereon alleges, that Defendants knew or should have  
8 known that Plaintiffs and class members were entitled to timely payment of wages during their  
9 employment. In violation of the California Labor Code, Plaintiffs and class members did not receive  
10 payment of all wages, including, but not limited to, overtime wages, minimum wages, and meal and  
11 rest period premiums, within permissible time periods.

12 59. Plaintiffs are informed and believes, and thereon alleges, that at all times herein mentioned,  
13 Defendants knew or should have known that they had a duty to compensate Plaintiffs and class  
14 members for all hours worked, and that Defendants had the financial ability to pay such  
15 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to  
16 Plaintiffs and class members that they were properly denied wages, all in order to increase  
17 Defendants' profits.

18 60. In addition to any other remedies which may be available at law or equity, or as may  
19 otherwise asserted herein, Plaintiffs seeks payment of overtime wages and other compensation owed  
20 to him and other similarly situated Class members, plus all benefits required pursuant to the laws of  
21 the State of California, including Employment Laws and Regulations, based on the sums withheld  
22 from Plaintiffs and other similarly situated Class members. Plaintiffs and other similarly situated  
23 Class members also seek recovery of penalties, attorney's fees, and costs as provided by statute.

24 61. Plaintiffs and other similarly situated Class members seek restitution and disgorgement of all  
25 sums wrongfully obtained by Defendants through their unfair business practices in violation of  
26 California Business & Professions Code Section 17200 et seq., to prevent Defendants from  
27 benefitting from their ongoing unfair practices, and which sums recovered under the Unfair  
28 Competition Act and Unfair Businesses Act are equitable in nature and are not to be considered  
damages. Plaintiffs and other similarly situated Class members are also entitled to costs, attorney's

1 fees, interest and penalties as provided for by the California Labor Code and California Business &  
2 Professions Code, and the Private Attorney General Act under California Code of Civil Procedure  
3 1021.5.

4 62. WHEREFORE, Plaintiffs and other similarly situated Class members request relief as  
5 hereinafter provided.

6 **FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS**

7 **Failure to Pay Minimum Wage**

8 **(Class Claim; Cal. Lab. Code §§ 1182.12, 1194, 1197 & 1198, *et seq.*)**

9 63. Plaintiffs hereby incorporate by reference all other allegations contained in this Complaint as  
10 though fully set forth herein.

11 64. Pursuant to Labor Code §§ 1194, 1194.2, and 1197, it is unlawful for an employer to suffer  
12 or permit a California employee to work without paying wages at the proper minimum wage for all  
13 time worked.

14 65. At all times material hereto, "hours worked" included "the time during which an employee  
15 is subject to the control of an employer, and includes all the time the employee is suffered or  
16 permitted to work, whether or not required to do so."

17 66. During the liability period, Plaintiffs and Class Members were suffered, permitted, and  
18 required to perform work "off-the-clock," for which they received no pay, including staying at work  
19 after they clocked-out in order to process paperwork regarding work they had performed during their  
20 shifts.

21 67. As a direct and proximate result of Defendants' failure to pay Plaintiffs and Class Members  
22 the minimum wage, Plaintiffs and Class Members have been damaged in the amount of unpaid  
23 minimum wages. Pursuant to Labor Code §§ 1194 and 1194.2, Plaintiffs and the Class Members are  
24 entitled to recover the full amount of unpaid minimum wages, liquidated damages in an equal  
25 amount, interest and attorney's fees, all in a total amount subject to proof at time of trial. In addition,  
26 insofar as the failure of Defendants to pay the minimum wage was willful, Plaintiffs and the Class  
27 Members who no longer work for Defendants are entitled to waiting time penalties pursuant to Labor  
28 Code § 200 *et seq.*

1 68. The aforementioned acts by Defendants were intentional, with the intention on the part of the  
2 Defendants to deprive Plaintiffs and the Class Members of their property and/or legal rights and  
3 causing injury to them. As a result of Defendants failure to compensate Plaintiffs at the minimum  
4 wage, pursuant to Labor Code § 1197.1, Plaintiffs are entitled to civil penalties from Defendants of  
5 \$50 for each underpaid employee for each pay period for which the employee is underpaid, for the  
6 initial violation; and \$100 for each underpaid employee for each pay period for which the employee  
7 is underpaid, for each subsequent violation.

8 69. WHEREFORE, Plaintiffs and Class Members requests relief as hereinafter provided.

9 **SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS**

10 **Failure to Pay Overtime Compensation**

11 **(Class Claim; Cal. Lab. Code §§ 1198 & 510, *et seq.*)**

12 70. Plaintiffs hereby incorporate by reference all other allegations contained in this Complaint as  
13 though fully set forth herein.

14 71. Pursuant to the applicable Industrial Welfare Commission Order and Labor Code §§ 200,  
15 226, and 1198, at all times relevant hereto, Defendants were required to compensate Plaintiffs for all  
16 overtime, which is calculated at one and one-half (1½) times the regular rate of pay for hours worked  
17 in excess of eight (8) hours per day and/or forty (40) hours per week.

18 72. Pursuant to the applicable Industrial Welfare Commission Order and Labor Code §§ 200,  
19 226, and 1198, as of January 1, 1998, Defendants were required to compensate Plaintiffs for all  
20 overtime, which is calculated as one and one-half (1½) times the regular rate of pay for hours worked  
21 in excess of forty (40) hours per week, and after the first eight (8) hours on the seventh consecutive  
22 work day.

23 73. Pursuant to Labor Code §§ 200, 226, 500, 510, and 1198, Defendants were required to  
24 compensate Plaintiffs for all overtime, which is calculated at one and one-half (1½) times the regular  
25 rate of pay for hours worked in excess of eight (8) hours per day.

26 74. Plaintiffs and the Class Members were non-exempt employees entitled to the protections of  
27 California Labor Code §§ 200, 226, 500, 510, and 1198. During the course of Plaintiffs and thee  
28 Class Members' employment, Defendants failed to properly compensate them for overtime hours  
worked as required under the aforementioned Labor Code sections.

1 75. Plaintiffs and the Class Members are entitled to one and one half (1 1/2) times and /or double  
2 their regular rate of pay for overtime work performed during the four (4) years preceding the filing of  
3 this Complaint based on appropriate calculations of the total remuneration for each workweek.

4 76. In violation of state law, Defendants have knowingly and willfully refused to perform their  
5 obligations to compensate Plaintiffs and the Class Members for all wages earned and all hours  
6 worked.

7 77. As a direct result of aforementioned violations, Plaintiffs and the Class Members have  
8 suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages,  
9 lost interest on such wages, and expenses and attorney's fees in seeking to compel Defendants to  
10 fully perform their obligation under state law, all to their respective damage in amounts according to  
11 proof at time of trial, but in amounts in excess of the jurisdiction of this Court.

12 78. Defendants' conduct described herein violates Labor Code §§ 200, 226, 500, 510 and 1198.  
13 Therefore, pursuant to Labor Code § 200, 203, 218.5, 226, 558, and 1194, Plaintiffs and the Class  
14 Members are entitled to recover the unpaid balance of overtime compensation Defendants owe  
15 Plaintiffs and the Class Members and civil penalties (including the penalties described in Labor Code  
16 § 558 and other statutory penalties) plus interest penalties, attorney's fees, expenses, and costs of  
17 suit.

18 79. WHEREFORE, Plaintiffs and Class Members request relief as hereinafter provided.

19 **THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS**

20 **Failure to Pay Meal Period Compensation**

21 **(Class Claim; Cal. Lab. Code §§ 226.7, 512(a) & 1198 *et seq.*)**

22 80. Plaintiffs hereby incorporate by reference all other allegations contained in this Complaint as  
23 though fully set forth herein.

24 81. At all times herein mentioned the Plaintiffs and Class Members, were non-exempt employees  
25 and subject to the meal period provisions.

26 82. Defendants failed to allow Plaintiffs and the Class Members to take 30-minute meal periods  
27 for every 5 hours worked. Defendants denied them such breaks. Thus, Defendants sometimes  
28 deprived employees of both their lunch period and the 30 minutes pay for the time when the  
employees were working, when they should have been allowed to take their meal breaks.



1 83. Wages are due to employees for "all hours worked" and applicable laws, rules, orders,  
2 requirements, and regulations. Plaintiffs and the Class Members demands all applicable  
3 reimbursement and penalties for their lost meal breaks, in addition to the one-hour's compensation  
4 due under the wage order. Further, Plaintiffs and Class Members demands reasonable attorney's  
5 fees and costs of suit, pursuant to Labor Code § 218.5.

6 84. Under California law, meal periods must be recorded unless all operations cease during the  
7 scheduled meal periods. Defendants failed to record the meal periods. Plaintiffs and the Class  
8 Members are not only entitled to compensation for the lost meal periods, but to the extent that  
9 Defendants claim that meal periods were taken which are not documented, Plaintiffs and Class  
10 Members also seek all applicable penalties for Defendants' failure to keep accurate time records and  
11 to issue Plaintiffs and the Class Members accurate earnings statements.

12 85. WHEREFORE, Plaintiffs and Class Members request relief as hereinafter provided.

13 **FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

14 **Failure to Pay Rest Period Compensation**

15 **(Class Claim; Cal. Lab. Code §§ 226.7 & 1198 *et seq.*)**

16 86. Plaintiffs hereby incorporate by reference all other allegations contained in this Complaint as  
17 though fully set forth herein.

18 87. Defendants failed to allow Plaintiffs and the Class Members to take rest periods during every  
19 four-hour period worked. The law requires that non-exempt employees be allowed a 10-minute  
20 break during every four-hour work period, or major fraction thereof. Defendants denied them such  
21 breaks, and so much as even created, maintained, and enforced a facially non-compliant rest break  
22 policy.

23 88. In addition, Plaintiffs and the Class Members are entitled to recover interest on the unpaid  
24 rest period wages do to them. Further, they demand reasonable attorney's fees and costs of suit,  
25 pursuant to Labor Code § 218.5, plus all appropriate penalties for the wage and hour violations, in  
26 addition to the one-hour's compensation as premium pay as provided for by law.

27 89. Plaintiffs and the Class Members are not only entitled to compensation for the lost rest  
28 periods, but to the extent that Defendants claim that rest periods were taken which are not

1 documented, they also seek all applicable penalties for Defendants failure to keep accurate time  
2 records and to issue them accurate earnings statements.

3 90. WHEREFORE, Plaintiffs and Class Members request relief as hereinafter provided.

4 **FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

5 **Failure to Furnish Accurate Wage and Hour Statements**

6 **(Class Claim; Cal. Lab. Code § 226)**

7 91. Plaintiffs hereby incorporate by reference all other allegations contained in this Complaint as  
8 though fully set forth herein.

9 92. At all relevant times herein, California Labor Code section 226(a) provides that every  
10 employer shall furnish each of his or her employees an accurate and complete itemized wage  
11 statement in writing, including, but not limited to, the name and address of the legal entity that is the  
12 employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

13 93. During the relevant time period, Defendants have knowingly and intentionally provided  
14 Plaintiffs and class members with uniform, incomplete, and inaccurate wage statements. Specifically,  
15 Defendants violated sections 226(a)(1), 226(a)(5), 226(a)(8), and 226(a)(9). Because Plaintiffs and  
16 class members were forced to work during all or part of their meal periods or off-the-clock after their  
17 scheduled shifts had ended, and because Defendants did not calculate Plaintiffs and class members'  
18 regular rate of pay correctly for purposes of paying overtime, Defendants did not list the correct  
19 amount of gross wages earned by Plaintiffs and class members in compliance with section 226(a)(1).  
20 For the same reasons, Defendants failed to list the correct amount of net wages earned by Plaintiffs  
21 and class members in violation of section 226(a)(5).

22 94. Defendants also failed to correctly list all applicable hourly rates in effect during the pay  
23 period, namely, correct overtime rates of pay and correct rates of pay for premium wages, as a result  
24 of miscalculating the regular rate of pay, in violation of section 226(a)(9).

25 95. The wage statement deficiencies also include, among other things, failing to list total hours  
26 worked by employees; failing to list the number of piece-rate units earned and any applicable piece  
27 rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the  
28 inclusive dates of the period for which employees were paid; failing to list the name of the employee  
and only the last four digits of his or her social security number or an employee identification number

1 other than a social security number; failing to list the correct name of the legal entity that is the  
2 employer; and/or failing to state all hours worked as a result of not recording or stating the hours  
3 they worked off-the-clock.

4 96. By causing Plaintiffs and Class Members to work without compensation, Defendants have  
5 violated the requirement that the total hours worked and all wages earned is included in the wage  
6 statement that must be provided to Plaintiff.

7 97. Plaintiffs and Class Members were damaged by these failures because, among other things,  
8 these failures led him to believe that they were not entitled to be paid overtime, even though he was  
9 so entitled and because these failures hindered him from determining the amounts of overtime wages  
10 owed to him.

11 98. By virtue of Defendants knowing, intentional, and unlawful failure to provide accurate wage  
12 statements, Plaintiffs and Class Members has suffered, and will continue to suffer, damages in  
13 amounts, which will be ascertained according to proof at trial.

14 99. Plaintiffs and class members are entitled to recover from Defendants the greater of their actual  
15 damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an  
16 aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

17 100. WHEREFORE, Plaintiffs and Class Members request relief as hereinafter provided.

18 **SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

19 **Failure to Maintain Accurate Payroll Records**

20 **(Class Claim; Cal. Lab. Code §§ 226(a), 1174(d) and 1198, *et seq.*)**

21 101. Plaintiffs hereby incorporate by reference all other allegations contained in this Complaint as  
22 though fully set forth herein.

23 102. California Labor Code section 1174(d) provides that "[e]very person employing labor in this  
24 state shall ... [k]eep record showing the names and addresses of all employees employed and the ages  
25 of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which  
26 employees are employed, payroll records showing the hours worked daily by and the wages paid to,  
27 and the number of piece-rate units earned by and any applicable piece rate paid to, employees  
28 employed at the respective plants or establishments..." During the relevant time period, and in  
violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll

1 records for Plaintiffs and class members showing the daily hours they worked and the wages paid  
2 thereto as a result of failing to record the off-the-clock hours that they worked.

3 103. California Labor Code section 1198 provides that the maximum hours of work and the  
4 standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the  
5 applicable IWC Wage Orders. Section 1198 further provides that "[t]he employment of any  
6 employees for longer hours than those fixed by the order or under conditions of labor prohibited by  
7 the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep  
8 accurate time records showing when the employee begins and ends each work period and meal  
9 period. During the relevant time period, Defendants failed, on a company-wide basis; to keep  
10 accurate records of meal period start and stop times for Plaintiffs and class members, in violation of  
11 section 1198.

12 104. Defendants failed to maintain complete and accurate payroll records for Plaintiffs and Class  
13 Members, showing gross wages earned, total hours worked, all deductions made, net wages earned,  
14 the name and address of the legal entity employing him, all applicable hourly rates in effect during  
15 each pay period, and the corresponding number of hours worked by Plaintiffs and Class Members at  
16 each hourly rate, and Defendants are therefore not able to furnish to the commission said documents  
and/or information.

17 105. WHEREFORE, Plaintiffs and Class Members request relief as hereinafter provided.

18 **SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

19 **Failure to Pay Wages Upon Discharge**

20 **(Class Claim; Cal. Lab. Code §§ 201 & 202, *et seq.*)**

21 106. Plaintiffs hereby incorporate by reference all other allegations contained in this Complaint as  
22 though fully set forth herein.

23 107. Pursuant to California Labor Code § 201, upon former employee Plaintiff's termination date,  
24 Defendants were required to pay Plaintiffs and Class Members all earned wages. At the time of all  
25 former employee Plaintiff's termination date, former employees Plaintiffs and Class Members had  
26 unpaid wages. In violations of Labor Code § 201, Defendants failed to pay former employees  
27 Plaintiffs and Class Members any amount of wages due and owing them, in amounts to be proven at  
28 the time of trial, but not in excess of the jurisdiction of this Court.

1 108. Defendants' failure to pay former employees Plaintiffs and Class Members the wages due  
2 and owing them was willful, and done with the wrongful and deliberate intention of injuring Plaintiffs  
3 and Class Members, from improper motives amounting to malice, and in conscious disregard of  
4 Plaintiff's rights. Plaintiffs and Class Members are thus entitled to recover nominal, actual,  
5 compensatory, punitive, and exemplary damages in amounts according to proof at time of trial, but  
6 not in amounts in excess of the jurisdiction of this Court.

7 109. Defendants willful failure to pay Plaintiffs and Class Members the wages due and owing  
8 them constitutes violations of Labor Code §§ 201 and 203, which provides that an employee's wages  
9 will continue as a penalty for up to thirty (30) days from the time the wages were due. Therefore,  
10 Plaintiffs and Class Members is entitled to statutory penalties pursuant to Labor Code § 203.

11 110. WHEREFORE, Plaintiffs and Class Members request relief as hereinafter provided.

12 **EIGHTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

13 **Unfair Competition**

14 **(Class Claim; Violation of California Business & Professions Code §§ 17200 *et seq.*)**

15 111. Plaintiffs hereby incorporate by reference all other allegations contained in this Complaint as  
16 though fully set forth herein.

17 112. Defendants are a "person" as defined by California Business & Professions Code sections  
18 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

19 113. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, and harmful to  
20 Plaintiff, class members, and to the general public. Plaintiffs has suffered injury in fact and has lost  
21 money as a result of Defendants' unfair business practices. Plaintiffs seeks to enforce important rights  
22 affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

23 114. Defendants' activities, namely Defendants' company-wide practice and/or policy of not  
24 paying Plaintiffs and class members all meal and rest period premium wages due to them under  
25 Labor Code section 226.7, deprived Plaintiffs and class members of the compensation guarantee and  
26 enhanced enforcement implemented by section 226.7. The statutory remedy provided by section  
27 226.7 is a "'dual-purpose' remedy intended primarily to compensate employees, and secondarily to  
28 shape employer conduct. *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The  
statutory benefits of section 226.7 were guaranteed to Plaintiffs and class members as part of their

1 employment with Defendants, and thus Defendants' practice and/or policy of denying these statutory  
2 benefits constitutes an unfair business practice in violation of California Business & Professions  
3 Code sections 17200, *et seq.* (*Id.*)

4 115. A violation of California Business & Professions Code sections 17200, *et seq.* may be  
5 predicated on any unfair business practice. In the instant case, Defendants' policies and practices  
6 have violated the spirit of California's meal and rest break laws and constitute acts against the public  
7 policy behind these laws.

8 116. Pursuant to California Business & Professions Code sections 17200 *et seq.*, Plaintiffs and  
9 class members are entitled to restitution for the class-wide loss of the statutory benefits implemented  
10 by section 226.7 withheld and retained by Defendants during a period that commences four years  
11 prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all statutory  
12 benefits implemented by section 226.7 due to Plaintiffs and class members; an award of attorneys'  
13 fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and  
14 an award of costs.

15 117. WHEREFORE, Plaintiffs and Class Members request relief as hereinafter provided.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, prays for  
18 relief and judgment against Defendants as follows:

- 19 1. Certification of this action as a class action on behalf of each of the classes alleged in  
20 this complaint;
- 21 2. For general damages, according to proof, on each cause of action for which such  
22 damages are available;
- 23 3. For compensatory damages, according to proof, on each cause of action for which  
24 such damages are available;
- 25 4. For punitive damages, according to proof, on each cause of action for which such  
26 damages are available;
- 27 5. For restoration and restitution of lost wages, statutory penalties, and all other remedies  
28 afforded under the Labor Code on all causes of action for violation of the Labor Code;
6. For declaratory and injunctive relief as requested herein;



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